

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Case No. 09-50026 (REG)
	)	
<b>GENERAL MOTORS CORP., et al.</b>	)	Chapter 11
	)	
Debtors	)	(Jointly Administered)
	)	

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**CURE AMOUNT OBJECTION OF  
FALCON TRANSPORT CO.**

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NOW COMES Falcon Transport Co. ("Falcon Transport"), by and through its undersigned counsel, and hereby submits its Cure Amount Objection, and in support thereof states as follows:

1. On June 8, 2009, Falcon Transport received the *Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto* (the "Assumption and Assignment Notice"). The Assumption and Assignment Notice provided Falcon Transport with a user ID and password in order to access the Cure Amount for the Assumable Executory Contracts to which Falcon Transport is a party by reviewing information on the Debtors' website.

2. The Debtors list the Cure Amounts for the agreements between the Debtors and Falcon Transport at \$9,090.40.

3. According to the records of Falcon Transport, the Cure Amounts for the Assumable Executory Contracts is actually \$16,732.56. Evidence of the additional Cure Amounts as of the petition date is attached hereto as Exhibit A.

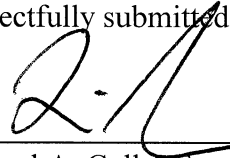
4. Falcon Transport objects to the Cure Amounts asserted by the Debtors and submits that the correct amount is \$16,732.56.

5. In addition, the Debtors should be required to cure any unpaid post-petition obligations through the Assumption Effective Date as defined in the Notice sent by the Debtors. To the extent that the Debtors satisfy all of the post-petition obligations to Falcon Transport under the Assumed Contracts from and after the petition date through the Assumption Effective Date, then the Cure Amounts must include the additional pre-petition amounts identified in Exhibit A attached hereto.

WHEREFORE, based upon the foregoing, Falcon Transport requests that the correct Cure Amount for the Assumable Executory Contracts be established in the amount of \$16,732.56.

DATED: June 12, 2009

Respectfully submitted,



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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing **Cure Amount Objection of Falcon Transport Co.** was served by overnight mail, postage prepaid, this 12<sup>th</sup> day of June, 2009, upon the following counsel of record:

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Attn: Warren Command Center  
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